

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



January 8, 2019

Advice Letter 5397

Ronald van der Leeden
Director, Regulatory Affairs
Southern California Gas Company
555 W. Fifth Street, GT14D6
Los Angeles, CA 90013-1011

**SUBJECT: Utility Services Contract for the Department of the Navy for Natural Gas
and/or Energy Management Services.**

Dear Mr. van der Leeden:

Advice Letter 5397 is effective as of January 4, 2019.

Sincerely,

A handwritten signature in cursive script that reads "Edward Randolph".

Edward Randolph
Director, Energy Division



Ronald van der Leeden
Director
Regulatory Affairs

555 W. Fifth Street, GT14D6
Los Angeles, CA 90013-1011
Tel: 213.244.2009
Fax: 213.244.4957

RvanderLeeden@semprautilities.com

December 11, 2018

Advice No. 5397
(U 904 G)

Public Utilities Commission of the State of California

Subject: Utility Services Contract for the Department of the Navy for Natural Gas and/or Energy Management Services

Southern California Gas Company (SoCalGas) hereby submits for approval by the California Public Utilities Commission (Commission or CPUC) revisions to its tariff, List of Contracts and Deviations, applicable throughout its service territory, as shown on Attachment A.

Purpose

In compliance with General Order (GO) 96-B, Section 9.5.6, SoCalGas hereby submits revisions to its List of Contracts and Deviations to include the Utility Services Contract (N62473-18-C-5602) (the Contract) between SoCalGas and the United States (U.S.) Utilities Services Contract (USC), incorporated herein as Attachment B.

Information

The Contract provides that SoCalGas will furnish natural gas and/or energy management services to the Federal Government, as described under Section 16, Part I - The Schedule. The Contract does not commit either side to any service. It merely provides the framework and mechanism to expedite the process by which Federal agency contracting officers can acquire for their clients SoCalGas' products and services so enumerated in the Contract.

This submittal will not increase any rate or charge, conflict with any rate schedules or rules, or cause the withdrawal of service.

Protest

Anyone may protest this Advice Letter to the Commission. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. The protest must be made in writing and must be received within 20 days of the date of this Advice Letter, which is December 31, 2018. The address for mailing or delivering a protest to the Commission is:

CPUC Energy Division
Attn: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102

A copy of the protest should also be sent via e-mail to the attention of the Energy Division Tariff Unit (EDTariffUnit@cpuc.ca.gov). A copy of the protest should also be sent via both e-mail and facsimile to the address shown below on the same date it is mailed or delivered to the Commission.

Attn: Ray B. Ortiz
Tariff Manager - GT14D6
555 West Fifth Street
Los Angeles, CA 90013-1011
Facsimile No.: (213) 244-4957
E-mail: ROrtiz@SempraUtilities.com

Effective Date

SoCalGas believes this Advice Letter is subject to Energy Division disposition and should be classified as Tier 1 (effective pending disposition) pursuant to GO 96-B, Section 9.5.6, that allows utilities to enter into contracts with governmental entities, and therefore, respectfully requests that the Contract and tariff sheets submitted herein be made effective December 11, 2018, which is the date submitted.

Notice

A copy of this Advice Letter is being sent to SoCalGas' GO 96-B service list. Address change requests to the GO 96-B service list should be directed via e-mail to tariffs@socalgas.com or call 213-244-2837.

Ronald van der Leeden
Director – Regulatory Affairs

Attachments



ADVICE LETTER SUMMARY

ENERGY UTILITY



MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.:

Utility type:

ELC GAS WATER
 PLC HEAT

Contact Person:

Phone #:
E-mail:
E-mail Disposition Notice to:

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas WATER = Water
PLC = Pipeline HEAT = Heat

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #:

Tier Designation:

Subject of AL:

Keywords (choose from CPUC listing):

AL Type: Monthly Quarterly Annual One-Time Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #:

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL:

Summarize differences between the AL and the prior withdrawn or rejected AL:

Confidential treatment requested? Yes No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required? Yes No

Requested effective date:

No. of tariff sheets:

Estimated system annual revenue effect (%):

Estimated system average rate effect (%):

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected:

Service affected and changes proposed¹:

Pending advice letters that revise the same tariff sheets:

¹Discuss in AL if more space is needed.

Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this submittal, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102
Email: EDTariffUnit@cpuc.ca.gov

Name:
Title:
Utility Name:
Address:
City:
State: Zip:
Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

Name:
Title:
Utility Name:
Address:
City:
State: Zip:
Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

ATTACHMENT A
Advice No. 5397

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Revised 55738-G	LIST OF CONTRACTS AND DEVIATIONS, Sheet 3	Revised 54789-G
Revised 55739-G	TABLE OF CONTENTS	Revised 54790-G
Revised 55740-G	TABLE OF CONTENTS	Revised 55737-G

LIST OF CONTRACTS AND DEVIATIONS

(Continued)

<u>Name and Location of Customer</u>	<u>Type or Class of Service</u>	<u>Date of</u>		<u>Commission Authorization No. and Date</u>	<u>Most Comparable Regular Tariff Schedule</u>	
		<u>Execution</u>	<u>Expiration</u>		<u>No.</u>	<u>Contract Differences</u>
US Government Basic Ordering Agreement Cont #N62473- 13-G-1402	Residential/ Commercial/ Industrial	8-7-13	3 years (Two 1-year extensions may be granted)	AL 4633 G.O. 96-B Sec. 8.2.3	-	Basic Ordering Agreement
US Government (GSA) Cont# GS-00P-14-BSD-1054	General	3-1-14	10 years	AL 4634 G.O. 96-B Sec. 8.2.3	-	Areawide Public Utility Contract
California High-Speed Rail Authority (CHSRA)	Commercial	7-1-14	Indefinite	AL 4946 G.O. 96-B Sec. 8.2.3	-	Master Agreement to accommodate the California High-Speed Rail Project
CalGren Dairy Fuels, LLC (Calgren)	Interconnector	9-21-18	15 years and year to year thereafter	AL 5217 12-13-17	-	Rule No. 39 deviation to allow the use of the California Producer Agreement Forms
CalGren Dairy Fuels, LLC (Calgren)	Interconnector	9-21-18	In-service date	AL 5263 03-30-18	-	Rule No. 39 deviation to allow the use of the California Producer Agreement Forms
United States Utility Services Contract N62473-18-C-5602	General	6-5-18	10 years	AL 5397	-	Utility Services Umbrella Contract

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(TO BE INSERTED BY UTILITY)
 ADVICE LETTER NO. 5397
 DECISION NO.

ISSUED BY
Dan Skopec
 Vice President
 Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
 SUBMITTED Dec 11, 2018
 EFFECTIVE Dec 11, 2018
 RESOLUTION NO. _____

TABLE OF CONTENTS

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45160-G,46818-G,45162-G,51969-G,51970-G
45165-G,49508-G,45167-G

LIST OF CONTRACTS AND DEVIATIONS 36974-G,50345-G,55738-G

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(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. 5397
DECISION NO.

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ISSUED BY

Dan Skopec
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

SUBMITTED Dec 11, 2018
EFFECTIVE Dec 11, 2018

RESOLUTION NO. _____

TABLE OF CONTENTS

The following listed sheets contain all effective Schedules of Rates and Rules affecting service and information relating thereto in effect on the date indicated thereon.

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Table of Contents--Rate Schedules	55735-G,55736-G,55715-G
Table of Contents--List of Cities and Communities Served	55739-G
Table of Contents--List of Contracts and Deviations	55739-G
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Part III Cost Allocation and Revenue Requirement	55141-G,50447-G,55142-G
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Integrated Transmission Balancing Account (ITBA)	49313-G

(Continued)

(TO BE INSERTED BY UTILITY)
 ADVICE LETTER NO. 5397
 DECISION NO.

ISSUED BY
Dan Skopec
 Vice President
 Regulatory Affairs



(TO BE INSERTED BY CAL. PUC)
 SUBMITTED Dec 11, 2018
 EFFECTIVE Dec 11, 2018
 RESOLUTION NO. _____

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ATTACHMENT B

Advice No. 5397

**Utility Services Contract
N62473-18-C-5602**

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 36	
2. CONTRACT (Proc. Inst. Ident.) NO. N6247318C5602		3. EFFECTIVE DATE 05 Jun 2018		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.		
5. ISSUED BY NAVFAC SOUTHWEST PWCONTRACTS CORE - UTILITY CODE RAQ10-UTIL 1220 PACIFIC HWY SAN DIEGO CA 92132-5100		CODE N62473	6. ADMINISTERED BY (If other than Item 5) See Item 5		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) SOUTHERN CALIFORNIA GAS COMPANY GORDON MAYNARD 555 W 6TH ST LOS ANGELES CA 90013-1010				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		
				9. DISCOUNT FOR PROMPT PAYMENT		
				10. SUBMIT INVOICES (If copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM
CODE QBZ54		FACILITY CODE				
11. SHIP TO/MARK FOR NAVFAC SOUTHWEST PAMELA L ISRAEL PWCONTRACTS CORE - UTILITY CODE RAQ10-UTIL 1220 PACIFIC HWY SAN DIEGO CA 92132-5100		CODE N62473	12. PAYMENT WILL BE MADE BY DEFENSE FINANCE AND ACCOUNTING SERVICE DFAS CLEVELAND CLEVELAND NORFOLK ACCOUNTS PAYABLE PO BOX 988022 CLEVELAND OH 44199-8022		CODE N68732	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA		
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE						
15G. TOTAL AMOUNT OF CONTRACT						\$0.00 EST
16. TABLE OF CONTENTS						
(X) SEC.	DESCRIPTION		PAGE(S)	(X) SEC.	DESCRIPTION	
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES		
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
X	C	DESCRIPTION/ SPECS / WORK STATEMENT	3 - 4	J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X	E	INSPECTION AND ACCEPTANCE	5	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	8		INSTRS, CONDS, AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	7 - 9	L	INSTRS, CONDS, AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS	10 - 14	M	EVALUATION FACTORS FOR AWARD	
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE						
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____		
19A. NAME AND TITLE OF SIGNER (Type or print) V P Cusi SOLUTIONS E STRGY				20A. NAME OF CONTRACTING OFFICER R O ESTRELLA CONTRACTING OFFICER TEL: 6195323317 EMAIL: REA.ESTRELLA@NAVY.MIL		
19B. NAME OF CONTRACTOR V P Cusi SOLUTIONS E STRGY		19C. DATE SIGNED 9/28/18		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED 28SEPT2018
BY  K6				BY 		

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Hundred Cubic Feet	\$0.00	\$0.00 EST

GAS SERVICES
FFP

Gas Services under CPUC-Approved Contracts in the franchised service areas of California. ***NOTE: THIS DOES NOT CONSTITUTE CONTRACT

VALUE*** Current rate per Section C.

FOB: Destination

NET AMT

\$0.00 (EST.)

Section C - Descriptions and Specifications

SCOPE OF WORK**C.1 GENERAL REQUIREMENTS**

CLIN 0001 Gas Services/Accounts

C.2 PREMISES TO BE SERVED:

Various Navy facilities under Southern California Gas's (SoCalGas) franchised area.

C.3 POINT OF DELIVERY

The point of delivery of gas services shall be at the Navy's existing gas service account.

C.4 NATURE OF SERVICE OR CHANGE

Establish gas services account contract with SoCalGas for their franchised area in Southern California.

C.5 RATE SCHEDULE

Gas rates shall be in accordance with the Southern California Gas's approved rates. SoCalGas shall provide a 30-day advance written notice to the Contracting Officer of any anticipated rate changes.

C.6 DESCRIPTION OF GAS SERVICE

SoCalGas is currently providing gas service to the Government, in their franchised area in Southern California.

C.7 QUALITY OF GAS SERVICE

SoCalGas shall provide gas services in accordance with standards adopted by the Federal, State, and local agencies having regulatory authority for gas supplied by common carriers in interstate commerce and such revisions thereof as may be made from time to time.

C.8 PERMISSION TO ENTER SERVICE LOCATION

The Government hereby grants SoCalGas access and the right to enter the service location for any work related to the requirements under this contract pursuant to FAR 52.241-5.

C.9 TERM OF CONTRACT

This Utility Services Contract shall become effective on and after the date that the CPUC Approval is received and shall continue for a period of ten (10) years.

C.10 METERING

Gas shall be measured by a meter supplied, installed and regularly calibrated by SoCalGas.

C.11 MONTHLY INVOICING ADDRESS:

CNIC-FSC-CODE-INV
1837 Morris Street
Norfolk, VA 23511-3498

End of Section C

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	30-SEP-2028	1	NAVFAC SOUTHWEST PAMELA L. ISRAEL PW CONTRACTS CORE - UTILITY CODE RAQ10-UTIL 1220 PACIFIC HWY SAN DIEGO CA 92132-5190 619-532-1238 FOB: Destination	N62473

Section G - Contract Administration Data

CONTRACT ADMINISTRATION**G.1 PAYMENT**

SoCalGas shall be paid by the designated disbursing office for services furnished under this contract at the rate(s) specified herein in accordance with the Prompt Payment Act, FAR 52.232-25 (JUL 2013). However, any payments for utility services rendered under this Contract shall be made in accordance with the terms of SoCalGas' currently effective payment provisions of SoCalGas' Tariffs or SoCalGas' Terms and Conditions. The Navy shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor under like conditions of service.

The Navy shall notify SoCalGas, in writing, within thirty (30) days following the receipt of any disputed billing. Disputes shall be resolved in accordance with FAR 233-1 and the Contract Disputes Act.

G.2 INVOICING INSTRUCTIONS

Invoices for service rendered hereunder shall contain statements of the current and prior meter readings, consumption during the billing period, meter constants, the appropriate billing rate, invoice number and date, contract number, and other pertinent data. Upon Government acceptance of SoCalGas services, SoCalGas shall submit invoices for the payment of monthly service to the address shown in paragraph G.3(e).

G.3 CONTRACT ADMINISTRATION

a. The Government shall not be obligated to reimburse SoCalGas for work performed, items delivered or any costs incurred, nor shall SoCalGas be obligated to perform, deliver, or otherwise incur costs except as authorized by a duly executed Contract or modification to the contract.

b. This contract is firm fixed price and clearly defines the services to be performed. The contract may only be modified by the Contracting Officer. Modifications to this Contract shall be issued on Standard Form (SF) 30.

1. PROCUREMENT CONTRACTING OFFICER (PCO) name/address:

Naval Facilities Engineering Command, Southwest 1220 Pacific Highway San Diego, CA 92132	Rea Estrella (619) 532-1103 Fax (619) 532-3979
---	--

2. The TECHNICAL ENGINEER for this contract is:

Naval Facilities Engineering Command, Southwest 1220 Pacific Highway San Diego, CA 92132	Hank Oung (619) 524-8536 Fax (619) 524-2147
---	---

3. The UTILITY COMPANY name/address:

Customer Solutions: Commercial & Industrial Services
Southern California Gas Company
9240 Firestone Boulevard, SCERC6
Downey, CA 90241-5388

Federal Accounts Manager
(562) 445-6929

4. CUSTOMER name/address:

As stipulated on each modification.

e. The MONTHLY invoice address for this contract is:

The gas utility services supplied hereunder shall be billed to the Navy at the address specified in each Authorization. Bills shall be submitted in original only, unless otherwise specified in the Authorization. All bills shall contain such data as is required by the California Public Utilities Commission (CPUC) to substantiate the billing, and such other reasonable and available data as may be requested by the Navy, provided that such other data are contained in bills provided to other customers of SoCalGas served under the same service classification as the Navy.

f. The Pay Office for MONTHLY SERVICE invoices for this contract is: (DO NOT SEND INVOICES TO THIS ADDRESS)

DFAS Norfolk

G.4 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

SoCalGas shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contractor Officer (KO), or is pursuant to specific authority otherwise included as a part of this contract.

The KO is the only person authorized to approve changes in any of the requirements of this contract, and, notwithstanding provisions contained elsewhere in this contract, that authority remains solely the Contracting Officer's. In the event SoCalGas effects any changes at the direction of any person other than the KO, the change shall be considered to have been made without authority.

G.5 CONTRACTING OFFICER'S REPRESENTATIVE

The Government COR for contract is:

Name: Robert Rosado
e-mail: Robert.rosado@navy.mil
address: 4635 Pacific Hwy, Building 2 North, San Diego, Ca 92110
phone: (619) 524-8579

The Government COR will act as the Contracting Officer's On-Site Representative for technical matters, providing technical clarification, as necessary, with respect to the Statement of Work. The Government COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort, which is beyond the scope of the Statement of Work in the Contract.

When, in the opinion of SoCalGas, the Government COR requests effort outside the existing scope of the Contract, SoCalGas shall promptly notify the Contracting Officer in writing. No action shall be taken by SoCalGas under such direction until the Contracting Officer has issued a modification to the Contract, or until the issue has been otherwise resolved.

In the event that the Government COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the Government COR will be the responsibility of the Alternate Government COR.

G.6 ACCOUNTING AND APPROPRIATION DATA:

Funding for usage and recurring service charges

CLIN 0001 Funding for service will be cited by the certifying activity when invoices are processed for payment.

END OF SECTION G

Section H - Special Contract Requirements

SPECIAL TERMS AND REQUIREMENTS**SOCALGAS-OWNED METERS****H.1 DESCRIPTION**

For the purposes of this Section, references to meters shall apply only to SoCalGas-owned metering devices installed and maintained by SoCalGas in accordance with SoCalGas' Tariffs and SoCalGas' Terms and Conditions. References to meters under this Section shall not apply to meters that are to be installed by SoCalGas at the request of the Navy, to be owned by the Navy as a part of an Authorization for other Utility Service.

H.2 OPERATING AND MAINTENANCE

Metering equipment of standard manufacture suitable to measure all Utility Services supplied by SoCalGas hereunder shall be furnished, installed, calibrated and maintained by SoCalGas at its expense. In the event any meter fails to register or registers incorrectly, billing adjustments shall be made in accordance with SoCalGas' Tariffs and SoCalGas' Terms and Conditions.

H.3 READING

SoCalGas, so far as possible, shall read all meters in accordance with SoCalGas' Tariffs and SoCalGas' Terms and Conditions.

H.4 METER TESTS

Meters shall be inspected upon installation at no direct charge to the Navy. Subsequent inspection, periodic testing, repair, and replacement of meters shall be done in such place and manner as provided by SoCalGas' Tariffs and SoCalGas' Terms and Conditions. Upon notice that a meter is failing to register correctly, SoCalGas shall take appropriate steps to effect replacement or repair. The Navy shall have the right to request a meter test in accordance with the procedures prescribed in SoCalGas' Tariffs and SoCalGas' Terms and Conditions. The tests and applicable meter accuracy standards are those set forth in SoCalGas' Tariffs and SoCalGas' Terms and Conditions. The expense of meter tests shall be borne by the party designated as responsible therefor in SoCalGas' Tariffs and SoCalGas' Terms and Conditions.

EQUIPMENT AND FACILITIES**H.5 OPERATION AND MAINTENANCE**

The responsibility for owning, furnishing, installing, and maintaining all equipment and facilities (other than meters) required to supply Utility Service at the delivery point(s) specified in an Authorization shall be determined in accordance with SoCalGas' Tariffs and SoCalGas' Terms and Conditions. The Navy shall provide, free of charge to SoCalGas, mutually agreeable locations on its premises for the installation of meters and such other equipment furnished and owned by SoCalGas and necessary to supply Utility Service hereunder. SoCalGas shall, at all times during the life of this Utility Services Contract, operate and maintain at its expense such equipment or facilities for which it has responsibility and shall assume all taxes and other charges in connection therewith, unless otherwise billable to or the responsibility of the Navy as set forth in SoCalGas' Tariffs and SoCalGas' Terms and Conditions. Notwithstanding anything to the contrary in FAR 52.241-5 (SoCalGas' Facilities (FEB 1995)), to the extent required by SoCalGas' Tariffs and SoCalGas' Terms and Conditions, and in accordance thereof, such equipment and facilities for which SoCalGas has responsibility may be removed or abandoned in place. In both cases, the Navy's premises shall be restored by SoCalGas within a reasonable time

after discontinuance of service to the Navy with written approval from the Navy in accordance with SoCalGas' Tariffs and SoCalGas' Terms and Conditions.

H.6 LAND RIGHTS

All necessary rights-of-way, easements and such other rights necessary to permit SoCalGas to perform under this contract shall be obtained and the expense for same borne in accordance with SoCalGas' Tariffs and SoCalGas' Terms and Conditions.

H.7 CONSTRUCTION ON NAVY PROPERTY

Prior to SoCalGas commencing construction on the property of the Navy, the Navy shall, at its own expense, provide SoCalGas with copies of maps and other records of existing Navy-owned on-site utilities and other potential obstructions, as deemed necessary by SoCalGas. In addition, the Navy, at its own expense, shall locate and field-mark existing Navy-owned on-site underground utilities prior to SoCalGas commencing construction. As an option, the Navy may request SoCalGas to provide these services within the scope of the Authorization, at an additional expense, if mutually agreed to by both parties.

LIABILITY

H.8 RESTRICTED ACCESS

If the Navy has limited or restricted SoCalGas' access to SoCalGas' facilities and thereby unreasonably interfered with SoCalGas' ability to supply service or to correct dangerous situations which are a threat to public safety or SoCalGas' personnel safety, SoCalGas shall be excused from any contractual obligations that are impacted by the Navy's limitation or restriction on access and the Navy shall be responsible for any liability resulting from such limited or restricted access.

H.9 FAILURE OF SERVICE BY SOCALGAS

SoCalGas' liability to the Navy for any failure to supply service, for any interruptions in service, and for any irregular or defective service shall be determined in accordance with SoCalGas' Tariffs and SoCalGas' Terms and Conditions.

H.10 FAILURE OF OPERATION BY SOCALGAS

Except as provided above, and in accordance with SoCalGas' Tariffs and SoCalGas' Terms and Conditions, the Navy shall not be liable for damage or injury to any person or property, including death, occasioned solely by SoCalGas, its employees' or agents' negligent installation and use, operation or intentional misuse of SoCalGas' equipment or facilities.

H.11 FAILURE OF OPERATION BY NAVY

In accordance with SoCalGas' Tariffs and SoCalGas' Terms and Conditions, neither SoCalGas nor its employees or agents, shall be liable for damage or injury to any person or property, including death, occasioned solely by the negligent installation, use, operation or intentional misuse of SoCalGas' equipment or facilities by the Navy, its employees or agents.

H.12 ENVIRONMENTAL

SoCalGas shall not be liable for incidents arising out of or in any way connected with the non-compliance with any local, state, or federal environmental law or regulation resulting from pre-existing conditions at a Navy job site, release or spill of any pre-existing hazardous materials or waste, or out of the management and disposal of any pre-existing contaminated soils or ground water which was removed from the ground as a result of work performed by SoCalGas, unless it

can be determined that there was negligence on the part of SoCalGas' employees which resulted in willful failure to notice and react to a pre-existing condition.

The Navy agrees to accept full responsibility for and bear all costs associated with pre-existing environmental liability. Responsibility for testing, abatement, remediation, and/or disposal of hazardous material, including, but not limited to, contaminated soil, lead paint, asbestos, fuel oil, or underground fuel oil tanks, shall remain with the Navy. Where there is reason to suspect that hazardous material is present at the work site, or where hazardous material is encountered during the course of work being performed, SoCalGas shall stop work; notify the Contracting Officer and Activity personnel, and request that the Navy test the work site for such hazardous material and appropriately abate and dispose of such hazardous material. Once the work site has been cleared of all hazardous material, SoCalGas shall resume work in that area.

H.13 ACCESS PREMISES

SoCalGas shall have access to the premises served at all reasonable times during the term of this Utility Services Contract and at its expiration or termination for the purpose of reading meters, making installations, repairs, or removals of SoCalGas' equipment, or for any other proper purposes hereunder; provided, however, that the Navy may limit or restrict such right of access in any manner considered by such authority to be necessary or advisable.

H.14 PARTIES OF INTEREST

This Utility Services Contract shall be binding upon and inure to the benefit of the successors, legal representatives, and assignees of the respective parties hereto.

H.15 NOTIFICATION OF CHANGE OF OWNERSHIP

When SoCalGas becomes aware that a change in ownership of SoCalGas ("change in ownership" for purposes of this Utility Services Contract being defined as a sale of more than fifty percent of the outstanding voting stock of SoCalGas) or a change in the name of SoCalGas has occurred, SoCalGas shall notify the Navy at the address provided within thirty (30) days of the effective date of any such ownership or name change.

DEFINITIONS.

H.16 As used in this Contract,

(a) the term "Contract" or "Utility Services Contract" means this master contract entered into between the Navy and SoCalGas to cover the Utility Service acquisitions of the Navy in the franchised certificated service territory from SoCalGas for a period of ten (10) years;

(b) the term "Authorization" means Standard Order Form (SF30) modification to be used to acquire Utility Services under this Utility Services Contract.

(c) the term "Termination Authorization" means an order form used by the Navy to notify SoCalGas that the Navy wants to discontinue or disconnect a specific Utility Service provided under this Utility Services Contract, where this Contract does not otherwise specify how Utility Services are to be terminated;

(d) the term "SoCalGas' Tariffs" means CPUC-approved tariff schedules applicable to gas service provided by SoCalGas, and includes the entire body of effective rate schedules, rentals, charges, rules, and sample forms of SoCalGas submitted by advice letter filing or otherwise subject to CPUC review, as such may be modified, amended or supplemented by SoCalGas from time to time and approved by the CPUC;

(e) the term "SoCalGas' Terms and Conditions" for this Contract, means the generic terms, conditions, policies, procedures, and payment terms established by SoCalGas for Utility Services that are provided pursuant to this Contract, and as such, may be modified, amended, or supplemented by SoCalGas from time to time, that are under the CPUC's jurisdiction, but are not required to be approved by the CPUC before they take effect. A link to the Commission's website is: www.cpuc.ca.gov. The definition of "Terms and Conditions" shall not include price-related matters or contract terms developed for specific Authorizations;

(f) the term "Utility Service" means any service provided by SoCalGas that is generally available from SoCalGas to the Navy or other customers pursuant to SoCalGas' Tariffs.

H.17 ADDITIONAL DEFINITIONS

This section is hereby expanded to include the additional definitions contained in FAR Clause 52.202-1, Definitions (JULY 2004), 48 C.F.R. 52.202-1, which are incorporated herein by reference to the extent used herein.

H.18 REPRESENTATIONS AND CERTIFICATIONS

This Utility Services Contract incorporates by reference the representations and certifications made by SoCalGas, which are on file with the Navy.

NOTICES

H.19 NAVY ADDRESS

Unless specifically provided otherwise, all notices required to be provided to the Navy under this Utility Services Contract shall be mailed to: NAVFAC SOUTHWEST, 1220 Pacific Highway, San Diego, CA 92132, C/O Contracting Officer Utilities Branch.

H.20 SOCALGAS ADDRESS

All inquiries and notices to SoCalGas regarding this Utility Services Contract shall be mailed to:
Customer Solutions: Commercial & Industrial Services, Federal Accounts Manager
Southern California Gas Company
9240 Firestone Boulevard, SCERC6
Downey, CA 90241-5388

H.21 CPUC APPROVAL

Promptly after the full execution of this Agreement by the parties hereto, SoCalGas shall file with the CPUC the appropriate request for CPUC Approval. The Company shall expeditiously seek CPUC Approval, including promptly responding to any requests for information related to the request for CPUC Approval. As requested by the Company, Navy shall use commercially reasonable efforts to support the Company in obtaining CPUC Approval. The parties acknowledge that the Company has no obligation to seek rehearing or to appeal a CPUC decision that fails to approve this Contract or that contains findings required for CPUC Approval with conditions or modifications unacceptable to either party. As used herein, "CPUC Approval" means a final and non-appealable order of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them. CPUC Approval will be deemed to have occurred on the date that a CPUC decision containing such findings becomes final and non-appealable.

H.22 TARIFF APPLICATION

All Utility Services under this Utility Services Contract, as well as any other actions taken under this Utility Services Contract, shall be in accordance with, and subject to, SoCalGas Tariff and SoCalGas Terms and Conditions except to the extent that same are preempted by Federal law. Throughout the term of the Contract, the Navy shall have full access to SoCalGas' currently effective Tariffs. In the event SoCalGas'

Tariffs becomes inaccessible via the internet or the Navy does not have access to the internet, SoCalGas agrees to provide a copy of any newly effective or amended Tariffs in accordance with SoCalGas' Tariff distribution practices, policies and procedures applicable to all customers. A complete listing of all SoCalGas' Tariffs are available to the Navy electronically at SoCalGas' website accessible via the tariff link on the website entitled <http://socalgas.com/regulatory/tariffs/tariff-Book.shtml>, or any successor thereto.

AUTHORIZATION PROCEDURE AND SERVICE DISCONNECTION

H.23 PROCESS

To obtain or change service under this Utility Services Contract, the Navy shall complete the appropriate Authorization and forward it to SoCalGas. Upon the request of the Navy, SoCalGas shall endeavor to provide reasonable assistance to the Navy in selecting the service options which may be most favorable to the Navy. Upon execution of an Authorization by both SoCalGas and the Navy, the date of initiation or change in service shall be effective as of the date specified in the Authorization. In the event a date is not specified in the Authorization as the effective date, the date in which the Authorization was signed by the last required signature shall be the effective date of the Authorization.

H.24 REASONS NOT TO MODIFY

During the term of this Utility Services Contract, effective Authorizations need not be amended, modified, or changed by the Navy to reflect changes in: accounting and appropriation data, SoCalGas' Tariffs and SoCalGas' Terms and Conditions, SoCalGas' cost of purchased fuel, or the estimated annual cost of service. Such changes are considered internal to the party involved. Where changes are required in effective Authorizations because of a change in the service requirements of the Navy, an amended Authorization shall be mutually agreed upon and executed.

H.25 TERMINATION

The Navy may discontinue service provided pursuant to this Utility Services Contract to a particular Navy facility or installation by delivering a written Termination Authorization to SoCalGas. Such discontinuance of service by the Navy shall be in accordance with the terms of this Utility Services Contract and SoCalGas' Tariffs, SoCalGas' Terms and Conditions, or as otherwise provided under a particular Authorization. SoCalGas may discontinue service provided pursuant to this Utility Services Contract in accordance with SoCalGas' Tariffs, SoCalGas' Terms and Conditions, or as otherwise provided under a particular authorization.

H.26 UTILITY SERVICE REQUEST

To the extent required by SoCalGas' Tariffs and SoCalGas' Terms and Conditions, Utility Services required or requested by the Navy shall be provided and, as applicable, billed for, by SoCalGas; such as any necessary extensions, alterations, relocations, or reinforcement of SoCalGas' transmission and/or distribution lines, related special facilities, service arrangements, or any other Utility Services.

H.27 TECHNICAL ASSISTANCE

To the extent available from SoCalGas, SoCalGas shall provide and, as applicable, bill for technical assistance on or concerning the Navy's equipment (such as the inspection or repair of such equipment) as may be requested by the Navy. The charges for such technical assistance shall be calculated at the time the technical assistance is rendered in accordance with SoCalGas' applicable billing schedule in effect at the time the technical assistance is rendered (except as otherwise mutually agreed upon by SoCalGas and the Navy in writing), and the assistance shall comply with SoCalGas' Tariffs and SoCalGas' Terms and Conditions, if applicable.

Section I - Contract Clauses

SUPPLEMENTAL CLAUSES

SUPPLEMENTAL CLAUSES INCORPORATED BY REFERENCE

FAR REF	FEDERAL ACQUISITION REGULAITON	DATE
52.202-1	Definitions	Nov 2013
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	May 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	Sept 2006
52.203-7	Anti-Kickback Procedures	May 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	May 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	May 2014
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Sept 2007
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Oct 2010
52.203-17	Contractor employee whistleblower rights and requirement to inform employee of whistleblower rights	Apr 2014
52.204-4	Printed or Copied Double-Sided on Recycled Paper	May 2011
52.204-5	Women-Owned Business (Other Than Small Business)	Oct 2014
52.204-7	System For Award Management	Oct 2016
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011 ^{1,2}
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Oct 2016
52.204-13	System for award management maintenance	Oct 2016
52.204-16	Commercial and Government entity code reporting	Jul 2016
52.204-17	Ownership or Control of Offeror	Jul 2016
52.204-18	Commercial and Government entity code maintenance	Jul 2016
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.204-20	Predecessor of Offeror	Jul 2016
52.209-5	Certification Regarding Responsibility Matters	Oct 2015
52.209.6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Oct 2015
52.209-7	Information Regarding Responsibility Matters	Jul 2013
52.209-10	Prohibition with contracting with inverted domestic Corporations	Nov 2015
52.215-10	Price Reduction for Defective Cost or Pricing Data	Aug 2011 ¹
52.215-12	Subcontractor Cost or Pricing Data	Oct 2010 ¹
52.219-8	Utilization of Small Business Concerns	Nov 2016
52.219-9	Small Business Subcontracting Plan	Nov 2016
52.222-3	Convict Labor	June 2003

52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products	Feb 2001
52.222-21	Prohibition of Segregated Facilities	Apr 2015
52.222-26	Equal Opportunity	Sep 2016
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Oct 2015
52.222-36	Affirmative Action for Workers with Disabilities	Jul 2014
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Feb 2016
52.222-40	Notification of employee rights under the national labor relations act	Dec 2010
52.222-48	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Certification	May 2014
52.222-50	Combating Trafficking in Persons	Mar 2015
52.222-52	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services – Certification	May 2014
52.223-1	Biobased Product Certification	May 2012
52.223-2	Affirmative Procurement of Biobased Products Under Service And Construction Contracts	Sep 2013
52.223-3	Hazardous material identification and material safety data	Jan 1997
52.223-4	Recovered Material Certification	May 2008 ¹
52.223-5	Pollution Prevention and Right-to-Know Information	May 2011
52.223-6	Drug-Free Workplace	May 2001
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items	May 2008 ^{1,3}
52.223-15	Energy Efficiency in Energy-Consuming Products	Dec 2007 ¹
52.223-17	Affirmative Procurement of EPA-designated Items in Service And Construction Contracts	May 2008 ¹
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Aug 2011
52.225-13	Restrictions on certain foreign purchases	June 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran – Representation and Certifications	Oct 2015
52.227-6	Royalty Information	Apr 1984
52.227-15	Representation of Limited Rights Data and Restricted Computer Software	Dec 2007
52.229-4	Federal, state, and local taxes (state and local adjustments)	Feb 2013
52.232-1	Payments	Apr 1984
52.232-11	Extras	Apr 1984
52.232-17	Interest	May 2014
52.232-18	Availability of Funds	Apr 1984
52.232.19	Availability of Funds for the Next Fiscal Year	Apr 1984 ⁴
52.232-23	Assignment of Claims	May 2014
52.232-25	Prompt Payment	Jul 2013 ¹

52.232-33	Payment by Electronic Funds Transfer – System for Award Management	Jul 2013
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	Jul 2013 ^{1,2}
52.233-1	Disputes	May 2014
52.233-2	Service of protest	Sep 2006
52.233-3	Protest after award	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984
52.241-10	Termination Liability	Feb 1995 ^{2,3}
52.242-13	Bankruptcy	July 1995
52.243-1	Changes—Fixed Price	Aug 1987
52.244-5	Competition in Subcontracting	Dec 1996 ¹
52.244-6	Subcontracts for Commercial Items	Jan 2017
52.249-4	Termination for Convenience of the Government (Services) (Short Form)	Apr 1984
52.249-8	Default (Fixed-Price Supply and Service)	Apr 1984
52.253-1	Computer Generated Forms	Jan 1991
252.201-7000	Contracting Officer’s Representative	Dec 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	Sep 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense Contract-Related Felonies	Dec 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	Sep 2013
252.203-7004	Display of Fraud Hotline Poster(s)	Oct 2015
252.203-7005	Representation Relating to Compensation of Former DOD Officials	Nov 2011
252.204-7000	Disclosure of Information	Oct 2016
252.204-7003	Control of Government Personnel Work Product	Apr 1992
252.204-7004	Alternate A, System for Award Management	Feb 2014
252.204-7006	Billing Instructions	Oct 2005
252.204-7007	Alternate A, Annual Representations and Certifications	Jan 2015
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls	Dec 2015
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	Oct 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	May 2016
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism	Oct 2015
252.215-7000	Pricing Adjustments	Dec 2012
252.223-7004	Drug-free Work Force	Sep 1988
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or	

	Hazardous Materials	Sep 2014
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	Jun 2012
552.241-70	Availability of Funds for the Next Fiscal Year or Quarter	Sep 2010
552.241-71	Disputes (Utility Contracts)	Sep 2010
252.241-7001	Government Access	Dec 1991
252.243-7001	Pricing of Contract Modifications	Dec 1991
252.243-7002	Requests for Equitable Adjustment	Dec 2012
252.244-7000	Subcontracts for Commercial Items	Jun 2013
5252.201-9300	Contracting Officer Authority	Jun 1994
5252.209-9300	Organizational Conflicts of Interest	Jun 1994
5252.242-9300	Government Representatives	Oct 1996

¹ Indicates that the clause applies to the energy management authorization and only to the extent that the contracting officer of the delivery order determines that the clause is necessary for efficient contract administration.

² Indicates that the clause applies to the electric and/or natural gas service authorization(s) and only to the extent that the contracting officer of the delivery order determines that the clause is necessary for efficient contract administration.

³ The referenced clause should be included in full text in the authorization(s) for electric and/or natural gas service.

⁴ Indicates that the clause has been included within the text of the Utility Services contract on a "substantially the same" basis as required by subpart 41.501(a) of the Federal Acquisition Regulations

REPEAL OF CLAUSES DURING TERM OF CONTRACT

If, during the term of this Utility Services Contract, any of the clauses contained in this Section are repealed, revoked, or dissolved by the Government, then such clauses shall no longer be part of this contract as of the date of such repeal, revocation, or dissolution. The elimination of these clauses by reason of such repeal, revocation, or dissolution shall not affect the continuing validity and effectiveness of the remainder of this Utility Services Contract or other clauses referenced in this Section.

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment

reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2018)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 221210.

(2) The small business size standard is 1,000 employees..

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

() Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

- (vi) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)
- (xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xx) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.

- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$80,317, the provision with its Alternate II applies.
- (D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.
- (xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

X (i) 52.204-17, Ownership or Control of Offeror.

X (ii) 52.204-20, Predecessor of Offeror.

X (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

X (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

X (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

X (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

X (vii) 52.227-6, Royalty Information.

X (A) Basic.

X (B) Alternate I.

X (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this

solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) Definitions. As used in this provision--

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)

(a) Definitions. As used in this clause--Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is--

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

- (i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
- (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify

only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States.

(End of clause)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.241-2 ORDER OF PRECEDENCE-UTILITIES (FEB 1995)

In the event of any inconsistency between the terms of this contract (including the specifications) and any rate schedule, rider, or exhibit incorporated in this contract by reference or otherwise, or any of the Contractor's rules and regulations, the terms of this contract shall control.

(End of clause)

52.241-3 SCOPE AND DURATION OF CONTRACT (FEB 1995)

(a) For the period **October 1, 2018 until September 30, 2028 (ten (10) years)** the Contractor agrees to furnish and the Government agrees to purchase gas utility service in accordance with the applicable tariff(s), rules, and regulations as approved by the applicable governing regulatory body and as set forth in the contract.

(b) It is expressly understood that neither the Contractor nor the Government is under any obligation to continue any service under the terms and conditions of this contract beyond the expiration date.

(c) The Contractor shall provide the Government with one complete set of rates, terms, and conditions of service which are in effect as of the date of this contract and any subsequently approved rates.

(d) The Contractor shall be paid at the applicable rate(s) under the tariff and the Government shall be liable for the minimum monthly charge, if any, specified in this contract commencing with the period in which service is initially furnished and continuing for the term of this contract. Any minimum monthly charge specified in this contract shall be equitably prorated for the periods in which commencement and termination of this contract become effective.

(End of clause)

52.241-4 CHANGE IN CLASS OF SERVICE (FEB 1995)

(a) In the event of a change in the class of service, such service shall be provided at the Contractor's lowest available rate schedule applicable to the class of service furnished.

(b) Where the Contractor does not have on file with the regulatory body approved rate schedules applicable to services provided, no clause in this contract shall preclude the parties from negotiating a rate schedule applicable to the class of service furnished.

(End of clause)

52.241-5 CONTRACTOR'S FACILITIES (FEB 1995)

(a) The Contractor, at its expense, unless otherwise provided for in this contract, shall furnish, install, operate, and maintain all facilities required to furnish service hereunder, and measure such service at the point of delivery specified in the Service Specifications. Title to all such facilities shall remain with the Contractor and the Contractor shall be responsible for loss or damage to such facilities, except that the Government shall be responsible to the extent that loss or damage has been caused by the Government's negligent acts or omissions.

(b) Notwithstanding any terms expressed in this clause, the Contractor shall obtain approval from the Contracting

Officer prior to any equipment installation, construction, or removal. The Government hereby grants to the Contractor, free of any rental or similar charge, but subject to the limitations specified in this contract, a revocable permit or license to enter the service location for any proper purpose under this contract. This permit or license includes use of the site or sites agreed upon by the parties hereto for the installation, operation, maintenance, and repair of the facilities of the Contractor required to be located upon Government premises. All applicable taxes and other charges in connection therewith, together with all liability of the Contractor in construction, operation, maintenance and repair of such facilities, shall be the obligation of the Contractor.

(c) Authorized representatives of the Contractor will be allowed access to the facilities on Government premises at reasonable times to perform the obligations of the Contractor regarding such facilities. It is expressly understood that the Government may limit or restrict the right of access herein granted in any manner considered necessary (e.g., national security, public safety).

(d) Unless otherwise specified in this contract, the Contractor shall, at its expense, remove such facilities and restore Government premises to their original condition as near as practicable within a reasonable time after the Government terminates this contract. In the event such termination of this contract is due to the fault of the Contractor, such facilities may be retained in place at the option of the Government for a reasonable time while the Government attempts to obtain service elsewhere comparable to that provided for hereunder.

(End of clause)

52.241-6 SERVICE PROVISIONS (FEB 1995)

(a) Measurement of service. (1) All service furnished by the Contractor shall be measured by suitable metering equipment of standard manufacture, to be furnished, installed, maintained, repaired, calibrated, and read by the Contractor at its expense. When more than a single meter is installed at a service location, the readings thereof may be billed conjunctively, if appropriate. In the event any meter fails to register (or registers incorrectly) the service furnished, the parties shall agree upon the length of time of meter malfunction and the quantity of service delivered during such period of time. An appropriate adjustment shall be made to the next invoice for the purpose of correcting such errors. However, any meter which registers not more than percent slow or fast shall be deemed correct.

(2) The Contractor shall read all meters at periodic intervals of approximately 30 days or in accordance with the policy of the cognizant regulatory body or applicable bylaws. All billings based on meter readings of less than days shall be prorated accordingly.

(b) Meter test. (1) The Contractor, at its expense, shall periodically inspect and test Contractor-installed meters at intervals not exceeding year(s) The Government has the right to have representation during the inspection and test.

(2) At the written request of the Contracting Officer, the Contractor shall make additional tests of any or all such meters in the presence of Government representatives. The cost of such additional tests shall be borne by the Government if the percentage of errors is found to be not more than percent slow or fast.

(3) No meter shall be placed in service or allowed to remain in service which has an error in registration in excess of percent under normal operating conditions.

(c) Change in volume or character. Reasonable notice shall be given by the Contracting Officer to the Contractor regarding any material changes anticipated in the volume or characteristics of the utility service required at each location.

(d) Continuity of service and consumption. The Contractor shall use reasonable diligence to provide a regular and uninterrupted supply of service at each service location, but shall not be liable for damages, breach of contract or

otherwise, to the Government for failure, suspension, diminution, or other variations of service occasioned by or in consequence of any cause beyond the control of the Contractor, including but not limited to acts of God or of the public enemy, fires, floods, earthquakes, or other catastrophe, strikes, or failure or breakdown of transmission or other facilities. If any such failure, suspension, diminution, or other variation of service shall aggregate more than hour(s) during any billing period hereunder, an equitable adjustment shall be made in the monthly billing specified in this contract (including the minimum monthly charge).

(End of clause)

52.241-7 CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR REGULATED SERVICES (FEB 1995)

(a) This clause applies to the extent services furnished under this contract are subject to regulation by a regulatory body. The Contractor agrees to give the Government written notice of (1) the filing of an application for change in rates or terms and conditions of service concurrently with the filing of the application and

(2) any changes pending with the regulatory body as of the date of contract award. Such notice shall fully describe the proposed change. If, during the term of this contract, the regulatory body having jurisdiction approves any changes, the Contractor shall forward to the Contracting Officer a copy of such changes within 15 days after the effective date thereof. The Contractor agrees to continue furnishing service under this contract in accordance with the amended tariff, and the Government agrees to pay for such service at the higher or lower rates as of the date when such rates are made effective.

(b) The Contractor agrees that throughout the life of this contract the applicable published and unpublished rate schedule(s) shall not be in excess of the lowest cost published and unpublished rate schedule(s) available to any other customers of the same class under similar conditions of use and service.

(c) In the event that the regulatory body promulgates any regulation concerning matters other than rates which affects this contract, the Contractor shall immediately provide a copy to the Contracting Officer. The Government shall not be bound to accept any new regulation inconsistent with Federal laws or regulations.

(d) Any changes to rates or terms and conditions of service shall be made a part of this contract by the issuance of a contract modification unless otherwise specified in the contract. The effective date of the change shall be the effective date by the regulatory body. Any factors not governed by the regulatory body will have an effective date as agreed to by the parties.

(End of clause)

52.241-9 CONNECTION CHARGE (FEB 1995)

(a) Charge. In consideration of the Contractor furnishing and installing at its expense the new connection facilities described herein, the Government shall pay the Contractor a connection charge. The payment shall be in the form of progress payments, advance payments or as a lump sum, as agreed to by the parties and as permitted by applicable law. The total amount payable shall be either the estimated cost of \$ less the agreed to salvage value of \$, or the actual cost less the salvage value, whichever is less. As a condition precedent to final payment, the Contractor shall execute a release of any claims against the Government arising under or by the virtue of such installation.

(b) Ownership, operation, maintenance and repair of new facilities to be provided. The facilities to be supplied by the Contractor under this clause, notwithstanding the payment by the Government of a connection charge, shall be and remain the property of the Contractor and shall, at all times during the life of this contract or any renewals

thereof, be operated, maintained, and repaired by the Contractor at its expense. All taxes and other charges in connection therewith, together with all liability arising out of the construction, operations, maintenance, or repair of such facilities, shall be the obligation of the Contractor.

(c) Credits. (1) The Contractor agrees to allow the Government, on each monthly bill for service furnished under this contract to the service location, a credit of _____ percent of the amount of each such bill as rendered until the accumulation of credits shall equal the amount of such connection charge, provided that the Contractor may at any time allow a credit up to 100 percent of the amount of each such bill.

(2) In the event the Contractor, before any termination of this contract but after completion of the facilities provided for in this clause, serves any customer other than the Government (regardless of whether the Government is being served simultaneously, intermittently, or not at all) by means of these facilities, the Contractor shall promptly notify the Government in writing. Unless otherwise agreed by the parties in writing at that time, the Contractor shall promptly accelerate the credits provided for under subparagraph (c)(1) of this clause, up to 100 percent of each monthly bill until there is refunded the amount that reflects the Government's connection costs for that portion of the facilities used in serving others.

(3) In the event the Contractor terminates this contract, or defaults in performance, prior to full credit of any connection charge paid by the Government, the Contractor shall pay to the Government an amount equal to the uncredited balance of the connection charge as of the date of the termination or default.

(d) Termination before completion of facilities. The Government reserves the right to terminate this contract at any time before completion of the facilities with respect to which the Government is to pay a connection charge. In the event the Government exercises this right, the Contractor shall be paid the cost of any work accomplished, including direct and indirect costs reasonably allocable to the completed work prior to the time of termination by the Government, plus the cost of removal, less the salvage value.

(e) Termination after completion of facilities. In the event the Government terminates this contract after completion of the facilities with respect to which the Government has paid a connection charge, but before the crediting in full by the Contractor of any connection charge in accordance with the terms of this contract, the Contractor shall have the following options:

(1) To retain in place for _____ months after the notice of termination by the Government such facilities on condition that--

(i) If, during such _____ month period, the Contractor serves any other customer by means of such facilities, the Contractor, shall, in lieu of allowing credits, pay the Government during such period installments in like amount, manner, and extent as the credit provided for under paragraph (c) of this clause before such termination; and

(ii) Immediately after such _____ month period the Contractor shall promptly pay in full to the Government the uncredited balance of the connection charge.

(2) To remove such facilities at the Contractor's own expense within _____ months after the effective date of the termination by the Government. If the Contractor elects to remove such facilities, the Government shall then have the option of purchasing such facilities at the agreed salvage value set forth herein; and provided further, that the Contractor shall, at the direction of the Government, leave in place such facilities located on Government property which the Government elects to purchase at the agreed salvage value.

(End of clause)

52.241-11 MULTIPLE SERVICE LOCATIONS (FEB 1995)

(a) At any time by written order, the Contracting Officer may designate any location within the service area of the

Contractor at which utility service shall commence or be discontinued. Any changes to the service specifications shall be made a part of the contract by the issuance of a contract modification to include the name and location of the service, specifying any different rate, the point of delivery, different service specifications, and any other terms and conditions.

(b) The applicable monthly charge specified in this contract shall be equitably prorated from the period in which commencement or discontinuance of service at any service location designated under the Service Specifications shall become effective.

(End of clause)

52.241-12 NONREFUNDABLE, NONRECURRING SERVICE CHARGE (FEB 1995)

As provided herein, the Government will pay a nonrefundable, nonrecurring charge when the rules and regulations of a Contractor require that a customer pay (1) a charge for the initiation of service, (2) a contribution in aid of construction, or (3) a nonrefundable membership fee. This charge may be in addition to or in lieu of a connection charge. Therefore, there is hereby added to the Contractor's schedule a nonrefundable, nonrecurring charge for in the amount of \$ dollars payable. (Specify dates or schedules).

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;

- (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and
- (iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.
- (3) The reasonable costs of settlement of the work terminated, including--
- (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
- (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
- (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- (h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value as determined by the Contracting Officer, for the loss of the Government property.
- (i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.
- (j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.
- (k) In arriving at the amount due the Contractor under this clause, there shall be deducted--
- (1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;
- (2) Any claim which the Government has against the Contractor under this contract; and
- (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.
- (l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.
- (m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.
- (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due

to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(End of clause)